

PID No. **80721**  
Project No. \_\_\_\_\_ (2010)

**CONTRACT**  
(Chapter 5521, Ohio Revised Code)

This contract is made by and between the State of Ohio, Department of Transportation, acting through its director (hereinafter referred to as the "STATE"), 1980 West Broad Street, Columbus, Ohio 43223, and the City of **Gahanna**, (hereinafter referred to as the Legislative Authority or Local Public Agency (LPA)).

**WITNESSTH:**

**WHEREAS**, Chapter 5521 of the Ohio Revised Code provides that the legislative authority may cooperate with the STATE in a highway project made by and under the supervision of the Director of Transportation; and

**WHEREAS**, through the enactment of preliminary legislation, the LPA and the STATE have agreed to cooperate in the highway project described below; and

**WHEREAS**, through the enactment of final legislation, the LPA has committed to pay an estimated amount of money as it is share of the total estimated cost and expense of the highway project described below; and

**WHEREAS**, the fiscal officer of the LPA has filed with the LPA a certificate stating that sufficient moneys are available, as required by Chapter 5521 and Section 5705.41 of the Ohio Revised Code. A duplicate certificate is attached hereto; and

**WHEREAS**, in accordance with the final legislation, the LPA hereby enters into this contract with the STATE to provide for payment of the agreed portion of the cost of the highway project and any additional obligations for the highway project described below.

**NOW, THEREFORE**, in consideration of the premises and the performances of mutual covenants hereinafter set forth, it is agreed by parties hereto as follows:

**SECTION I:**        **RECITALS**

The foregoing recitals are hereby incorporated as a material part of this contract.

**SECTION II:**        **PURPOSE**

The purpose of this contract is to set forth requirements associated with the highway project described below (hereinafter referred to as the "PROJECT") and to establish the responsibilities for the administration of the PROJECT by the LPA and the STATE.

**SECTION III:**        **LEGAL REFERENCES**

This contract is established pursuant to Chapter 5521 of the Ohio Revised Code.



**SECTION IV: SCOPE OF WORK**

The work to be performed under this contract shall consist of the following:

The proposed project consists of widening of I-270 ramps at Hamilton Road and median improvements on Hamilton Road. The intent of this project is to improve the traffic congestion and improve safety of the eastbound and westbound exit ramps on to Hamilton Road. The project includes, but is not limited to, consolidating the two interchange ramps and Hamilton/Morison signalization, eliminating the free flow I-270 exit ramps to northbound and southbound Hamilton Road, widening of Ramps E & L to accommodate a right turn lane, installing ramp metering on Ramps A & T at Hamilton Road and installing a median planter on Hamilton Road south of Morrison Road. The existing roadway on both Ramps E & L will be widened from two lanes to three lanes to accommodate a right turn lane to north and southbound Hamilton Road. Hamilton Road will be widened to the east to provide a northbound right lane to eastbound Morrison Road and shoulders will be upgraded to current standards, lying within the City of Gahanna and; and

**SECTION V: FINANCIAL PARTICIPATION**

1. The STATE agrees to provide the necessary funds as enumerated in this section and allowed by law for the financing of this project.
2. The STATE may allocate the money contributed by the LPA in whatever manner it deems necessary in financing the cost of construction, right-of-way, engineering, and incidental expenses, notwithstanding the percentage basis of contribution by the LPA.
3. The total cost and expenses for the project are only an estimate and the total cost and expenses may be adjusted by the STATE. If any adjustments are required, payment of additional funds shall correspond with the percentages of actual costs when said actual costs are determined, and as requested, by the Director of Transportation.
4. In view of the fact that the LPA's share of the project is now estimated in the amount of **Three Hundred Forty Six Thousand Seven Hundred Seventy One and - - - 00/100 Dollars (\$346,771.00)** less Ohio Publics Works Commission Grant (CCT04) in the amount of **Three Hundred Forty Six Thousand Seven Hundred Seventy One and - - - 00/100 Dollars (\$346,771.00)** Zero and - - - 00/100 Dollars, (\$0.00).
5. This project is receiving funds under the American Recovery and Reinvestment Act of 2009 (ARRA), capped at \$1,909,645.00.



6. The LPA agrees to assume and bear One Hundred Percent (100%) of the cost of any construction items required by the LPA on the entire project, which are not necessary for the improvement, as determined by the State and Federal Highway Administration.
7. The LPA agrees that change orders and extra work contracts required fulfilling the construction contracts shall be processed as needed. The STATE shall give reasonable notice to the LPA of all change orders. The LPA shall contribute its share of the cost of these items in accordance with other sections herein.
8. ODOT shall provide for the LPA 100% of the eligible cost up to a maximum amount of \$1,909,645.00 in Federal ARRA funds not to exceed the original low and best bid contract amount including up to 10% for Construction Engineering. The LPA shall provide all other financial resources necessary to fully complete the project including, but not limited to all cost overruns, contractor claims, Construction Engineering beyond the 10% referenced above. Any ARRA funds that remain after project award shall revert back to the Department. All requests for reimbursement of funds allocate under the ARRA must be submitted within six months of the close of the project, but in no event shall the request for reimbursement be submitted to ODOT later than August 31, 2015.

**SECTION VI: RIGHT-OF-WAY AND UTILITIES**

1. The LPA agrees that all right-of-way required for the described project will be acquired and/or made available in accordance with current State and Federal regulations. The LPA also understands that right-of-way costs include eligible ARRA funding.
2. The LPA agrees that all utility accommodation, relocation, and reimbursement will comply with the current provisions of 23 CFR 645 and the ODOT Utilities Manual, including that:
  - A. Arrangements have been or will be made with all utilities where facilities are affected by the described PROJECT, that the utilities have agreed to make all necessary removals and/or relocations to clear any construction called for by the plans of this PROJECT, and that the utilities have agreed to make the necessary removals and/or relocations after notification by the LPA or STATE.
  - B. The LPA shall, at its own expense, make all removals and/or relocations of publicly-owned utilities which do not comply with the reimbursement provisions of the ODOT Utilities Manual. Publicly-owned facilities which do comply with the reimbursement provisions of the ODOT Utilities Manual will be removed and/or relocated at project expense, exclusive of betterments.



- C. The removals and/or relocation of all utilities shall be done in such a manner as not to interfere with the operation of the contractor constructing the PROJECT and that the utility removals and/or relocations shall be approved by the STATE and performed in accordance with the provisions of the ODOT Construction and Materials Specifications.

**SECTION VII: ADDITIONAL PROJECT OBLIGATIONS**

- 1. The STATE shall initiate the competitive bid letting process and award the PROJECT in accordance with ODOT's policies and procedures.
- 2. The LPA agrees:
  - A. To keep said highway open to traffic at all times;
  - B. To maintain the PROJECT in accordance with the provisions of the statutes relating thereto, including, but not limited to, Title 23, U.S.C., Section 116;
  - C. To make ample financial and other provisions for such maintenance of the PROJECT after its completion;
  - D. To maintain the right-of-way and keep it free of obstructions in a manner satisfactory to the STATE and hold said right-of-way inviolate for public highway purposes;
  - E. To place and maintain all traffic control devices conforming to the Ohio Manual on Uniform Traffic Control Devices on the project in compliance with the provisions of Section 4511.11 of the Ohio Revised Code;
  - F. To regulate parking in accordance with Section 4511.66 of the Ohio Revised Code, unless otherwise controlled by local ordinance or resolution.

**SECTION VIII: DISPUTES**

In the event that any disputes arise between the STATE and LPA concerning interruption of or performance pursuant to this contract, such disputes shall be resolved solely and finally by the Director of Transportation.

**SECTION IX: NOTICE**

Notice under this contract shall be directed as follows

City of Gahanna  
200 South Hamilton Road  
Gahanna  
43230

Ohio Department of Transportation  
Office of Estimating  
1980 West Broad Street, 1st Floor  
Columbus, Ohio 43223

**SECTION X: FEDERAL REQUIREMENTS**

During the performance of this contract, the LPA, for itself, its assignees and successors in interest (hereinafter referred to as the "LPA") agrees as follows:



1. **Compliance with Regulations:** The LPA will comply with the regulations relative to nondiscrimination in Federally-assisted programs of the United State Department of Transportation (hereinafter "U.S. DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.

In addition, the LPA will comply with the provisions of the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, FHWA Guidance, and any other Federal, State, and/or local laws, rules and/or regulations (hereinafter referred to as "ADA/504")

2. **Nondiscrimination:** The LPA will not discriminate either directly or indirectly on the grounds of race, color, national origin, sex, or disability as prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations, as well as the ADA/504 regulations.
3. **Information and Reports:** The LPA shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the STATE or the Federal Highway Administration (hereinafter "FHWA") to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the LPA is in the exclusive possession of another who fails or refuses to furnish this information, the LPA will so certify to the STATE or FHWA, as appropriate, and will
4. **Sanctions for Noncompliance:** In the event of the LPA's noncompliance with the nondiscrimination provisions of this contract, the STATE will impose such contract sanctions as it or FHWA may determined to be appropriate, including, but not limited to;
  - (a) Withholding of payments to the LPA under the contract until the LPA complies, and/or
  - (b) Cancellation, termination or suspension of the contract, in whole or part.
5. The LPA further agrees to maintain compliance with the reporting and operating requirements of ARRA.

#### **SECTION XI: GENERAL PROVISIONS**

1. This contract constitutes the entire contract between the parties. All prior discussions and understandings between the parties are superseded by this contract.



2. Neither this contract nor any rights, duties or obligations described herein shall be assigned by either party hereto without the prior express written consent of the other party.
3. Any change to the provisions of this contract must be made in a written amendment executed by both parties.
4. This contract and any claims arising out of this contract shall be governed by the laws of the State of Ohio. Any provision of this contract prohibited by the law of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this contract or the performance thereunder shall be brought only in the courts of Ohio, and the LPA hereby irrevocably consents to such jurisdiction. To the extent that the STATE is a party to any litigation arising out of or relating in any way to this contract or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.
5. All financial obligations of the State of Ohio, as provided in this contract, are subject to the provisions of Section 126.07 of the Ohio Revised Code. The financial obligations of the State of Ohio shall not be valid and enforceable unless funds are appropriated by the Ohio General Assembly and encumbered by the STATE. Additionally, it is understood that this financial obligation of the LPA shall not be valid and enforceable unless funds are appropriated by the LPA's legislative body.
6. This contract shall be deemed to have been substantially performed only when fully performed according to its terms and conditions and any modification thereof.
7. In accordance with Executive Order 2007-01S, the LPA, by signing this document, certifies: (1) it has reviewed and understands Executive Order 2007-01S, (2) has reviewed and understands the Ohio Ethics and conflict of interest laws, and (3) will take no action inconsistent with those laws and this order. The LPA understands that failure to comply with Executive Order 2007-01S, in itself, grounds for termination of this contract and may result in the loss of other contracts with the State.

#### **SECTION XI: SIGNATURES**

Any person executing this contract in a representative capacity hereby warrants that he/she has been duly authorized by his/her principal to execute this contract on such principal behalf.

**IN WITNESS THEREOF**, the parties hereto have caused this contract to be duly executed in duplicate.



**SEAL**  
(If Applicable)

**OHIO DEPARTMENT OF  
TRANSPORTATION**

**LOCAL PUBLIC AGENCY  
City of Gahanna**

\_\_\_\_\_  
Director of Transportation

\_\_\_\_\_  
**Mayor**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Approved:  
Richard A. Cordray  
Attorney General

By: \_\_\_\_\_  
Richard J. Makowski  
Chief, Transportation

Date: \_\_\_\_\_